



# HOUSING AGREEMENT

This Housing Agreement is entered into on \_\_\_\_\_, between \_\_\_\_\_ (**Resident**) and **4 ELEVEN LOFTS LLC (Owner)**, and is binding only when signed by Owner or its agent.

**Initial unit #** \_\_\_\_\_

- Unit Type:**
- 1 bedroom, 1 bath (1 res.)
  - 2 bedroom, 1 bath (2 res.)
  - 3 bedroom, 2 bath (3 res.)
  - 4 bedroom, 2 bath (4 res.)
  - 4 bedroom, 3 bath single (5 res.)
  - 4 bedroom, 3 bath double (5 res.)

- Premium Options:**
- Upper floor\*     Top floor\*
  - XL bedroom (in 4 bedroom, 2 bath)\*
  - Private bath (in 4 bedroom, 3 bath)
  - Private bath, XL bedroom (in 3 bdrm.)
  - In-building parking\*

**Start Date:** August 29, 2011

**End Date:** August 13, 2012

**Housing Installment Rate:** \$0.00

**Amenity/Utility Rate:** \$0.00

**Total Premium Options:** \$0.00

**Installment Payment Schedule:**

**12 payments of \$0.00**  
each, due on the first of each month  
from August 1, 2011 through  
July 1, 2012

**Total Contract Rate:** \$0.00

**Security Deposit:** \$0.00

**Cleaning Fee:** \$ 60

\* If available; if this option is not available, the Rate will be reduced by the rate for the option and this Agreement will otherwise remain in effect.

This Housing Agreement includes the following terms:

1. **LICENSE.** This Housing Agreement grants a limited license to Resident to access and make personal residential use of one (1) assigned bedroom space (**Bed Space**) in an apartment unit (**Unit**), together with its standard installed fixtures and furnishings, plus shared use with other residents (or, if assigned to a 1-bedroom Unit, individual use) of accompanying Unit common areas and furnishings, at the residential property known as "4 Eleven Lofts" and located at 411 E. Washington St., Ann Arbor, Michigan 48104 (the **Facility**) between the Start Date and End Date listed above. This Housing Agreement is not a lease, nor does it provide any property interest or convey any possessory or tenancy rights in the Facility or in any particular Unit or Bed Space in the Facility. Resident is assigned initially to the unit and bedroom identified above (see floor plan available in the management office or at [4elevenlofts.com](http://4elevenlofts.com) for designation of bedrooms); if the space is identified as "to be assigned" or "TBA," this Housing Agreement is binding and Owner will assign a unit and bedroom matching the identified unit type prior to move-in.
2. **TERM.** Resident will have access to the Facility and the assigned Unit and Bed Space as of 12:00 noon on the Start Date, and access will end as of 12:00 noon on the End Date identified above (the **Term**), unless early arrival or late departure is approved by Manager, at additional cost to the Resident. Owner is not responsible for damages or consequences suffered by Resident as a result of Owner's inability to timely deliver possession of the assigned Bed Space or Unit on the anticipated Start Date; in such event, Owner will elect in its discretion either to abate the Total Contract Rate on a pro-rata basis until Owner is able to deliver possession, or to provide at Owner's expense reasonable alternate accommodations and excess moving expenses. Any such delay will not extend or decrease the term or change the End Date, but if the delay extends longer than 30 days, Resident may terminate this Agreement by written notice without further obligation and will receive a pro-rated refund of any prepaid amounts. **THERE IS A SUBSTANTIAL FEE FOR EARLY TERMINATION FOR ANY REASON; SEE SECTION 12.**
3. **PAYMENT; METHOD.** Resident accepts financial responsibility for the full Term of the Housing Agreement, regardless of whether Resident occupies a Bed Space as of the first installment due date or Start Date or whether Resident occupies the assigned Bed Space for the duration of the Term. **The Total Contract Rate stated above is a fixed price for the entire Term and is payable in installments for convenience; there is no proration or adjustment for any partial month during the Term.** Resident agrees to make full

and prompt payment to Manager at such time and in such amounts as are required under this Housing Agreement. Installments are due on the dates shown; for each payment not received within two calendar days of such date, Resident will be considered in default and subject to (i) a late fee of **\$50**, (ii) possible prepayment requirement of advance payment for the remainder of the Term, and (iii) possible termination of the Housing Agreement with a full termination fee due, if charges remain unpaid. Manager may from time to time offer to receive payments by credit card, check card, ACH or direct bank transfer; Manager reserves the right to charge reasonable processing fees as appropriate for such payment methods. Manager may refuse any tender of payment in cash. Personal third-party checks may be declined by Manager in its discretion. If any payment is made by a check that is returned unpaid, Resident will be responsible for a \$50 non-sufficient funds fee and Manager may require Resident to make future payments by cashier's check or certified funds. Resident may also be responsible for interest on unpaid charges after the first 30 days at a rate of 12% per annum.

4. **MANAGER.** Owner has retained The Scion Group LLC (**Manager**) to manage the Facility, and Manager will retain other subcontractors and agents on behalf of Owner. All references in this Housing Agreement to "Manager" refer to Manager on behalf of and as agent for Owner, unless the context clearly indicates otherwise. Manager's address, including for service of process as agent for Owner and for receipt of communications under Act 348 of 1972, is 411 E. Washington, Second Floor, Ann Arbor, MI 48104, phone 734-998-4400.
5. **ASSIGNMENT OF BED SPACES AND UNITS.** If the assigned Unit type is anything other than a 1-bedroom apartment, Owner will use reasonable efforts to assign the other bedroom space(s) to person(s) requested by Resident but may contract with others of Owner's choosing for the other space(s) within the apartment, without notice to Resident. Bed Space and Unit assignments are made, and may be changed, only by Manager. Manager may reassign Bed Spaces and Units at any time. Bed Space and Unit assignments are held only for 72 hours after the assigned check-in date, except with a written exception granted by Manager in its sole discretion, after which such assignments may change. Resident may be required to relocate to another Unit from time to time, in the Manager's sole discretion. A Bed Space and Unit change request by the Resident will be effective only after a written request is approved in writing by Manager and a cleaning fee has been paid. If reassignment is not at Resident's request then charges will not increase even for a higher-priced unit type, but will automatically be decreased if Resident is reassigned to a lower-priced unit type. Charges may apply for refusal or delay in relocating or allowing a new Unit-mate (loft-mate) following reassignment.
6. **GUESTS.** Resident will be fully responsible for the conduct of guests, visitors, licensees and invitees of such Resident, including without limitation any person staying in the Resident's assigned Bed Space or Unit (collectively, **Guests**). No more than one person is entitled to occupy a Bed Space. If Resident desires to have a Guest for more than one night, then Resident must register any such Guest with Manager. Resident may not have any Guest for more than three (3) consecutive nights or six (6) nights total in any 30 day period. In the event any unregistered or unauthorized Guest is identified to be in or using a Unit or Bed Space, Manager may assess against the Resident a fee established by Manager, and in addition, Manager may declare Resident in material breach of this Housing Agreement and pursue other available remedies. Although Resident may generally have Guests from time to time, Manager may limit the number of persons allowed in a Unit at any one time or may restrict Guest visitation for specific security concerns.
7. **INSPECTION REPORT.** Following a Resident's taking possession of the Bed Space, Resident will conduct an inspection of the Bed Space and the assigned Unit and will note any defects, damage or other conditions observed on the check-in/check-out inspection report (**Inspection Report**), which upon completion and return within 7 days after check-in will become part of this Housing Agreement. Manager's acceptance and approval of the Inspection Report will be conclusive evidence of such existing defects, damage and conditions and of a full inventory of furniture and fixtures. If Resident fails to conduct the inspection and/or provide a signed Inspection Report to the Manager, then Resident waives the right to dispute any assessment of damages so noted to the Bed Space or Unit. Upon Resident's move-out from the Bed Space, and at the expiration or termination of this Housing Agreement, Manager will note the then-present condition of the Bed Space and Unit, including all appliances, furnishings and fixtures, as well as damages incurred as a result of extraordinary cleaning deemed necessary by Manager or extraordinary wear and tear as determined by Manager. Resident will promptly pay all costs of restoring the Bed Space and Unit to the same condition upon move-in, less normal wear, and Resident is encouraged to inspect the Bed Space and Unit with Manager prior to move-out by making an appointment during business hours at least two business days in advance. Resident acknowledges that except as provided in the Inspection Report, the Bed Space and Unit are being delivered in

"as-is" condition, and Resident's acceptance of the Bed Space and Unit at the beginning of the Term constitutes Resident's acknowledgment that the Bed Space and Unit and their furnishings and appliances are in good working order, repair and condition.

8. **PERSONAL PROPERTY; INSURANCE.** Any personal property remaining in the Bed Space or Unit upon the expiration or termination of this Housing Agreement will be conclusively deemed abandoned by Resident, and may be disposed of by the Manager without any liability whatsoever to the Manager and at the sole risk and expense of Resident. Neither Owner nor Manager, nor their respective agents, employees or affiliates, assumes any liability, directly or indirectly, for loss or damage to personal property by fire, theft or any other cause, except as expressly required by law. Residents are encouraged to obtain personal property and liability insurance coverage.
9. **DAMAGE.** All Residents of each Unit are and will at all times be jointly and severally financially responsible and liable for any and all damage or defacement of their collective Bed Spaces and Unit, for any loss or damage to the furnishings or appliances of the Unit, and for harm to individuals or damage or defacement of the Facility or any property of the Facility or third parties (including other residents). Resident will also be fully responsible for the conduct of Guests in connection with any of the foregoing.
10. **PROHIBITED ACTIONS.** Smoking, illegal drugs, firearms and weapons of any kind are prohibited anywhere in or about the Facility, including individual Units and Bed Spaces. Resident will, and will cause Guests to: (i) comply with all federal, state, county and city laws, ordinances and regulations as well as all applicable Facility rules and regulations, including without limitation those relating to the consumption of alcoholic beverages; (ii) avoid disruptive behavior or conduct; (iii) obey the rules and regulations outlined for the Facility; (iv) not injure the reputation of the Facility or its residents; (v) not bypass or compromise the security features or procedures of the Facility; (vi) not engage in the use or sale of any illegal or controlled substance, participate in the manufacture of illegal drugs or have in possession drug paraphernalia of any kind; (vii) not smoke anywhere inside the Facility; (viii) not act or fail to act in any way that would cause an increase in the rate of insurance at the Facility; (ix) not hang, affix or otherwise exhibit any sign, poster, picture, decoration, message or other item on or adjacent to any window of the Unit such that it might be visible from outside the Facility; (x) not possess weapons or explosives of any kind, or any other prohibited items as described in the Resident Handbook; (xi) not possess items of property belonging to others; (xii) not infringe or violate applicable intellectual property laws in connection with downloading media content from the Internet, and otherwise not use the Facility Internet for illegal or illicit purposes; and (xiii) not engage in any other activity that interferes with or decreases the use and enjoyment of the Facility by other residents.
11. **MAINTENANCE; ACCESS TO UNIT.** Resident agrees to (i) maintain the Bed Space and the Unit in a clean, safe and sanitary condition, (ii) exercise all due care in the use of same, and (iii) cooperate fully with the applicable pest control program of the Facility. Resident will also be responsible in conjunction with other residents of the Facility for maintaining the common areas of the Facility in a clean, safe and sanitary condition, and Resident will be responsible for damage thereto or infestations thereof caused by Resident and any of Resident's Guests. Manager or its agents or contractors may enter the Unit or Bed Space to supply necessary or agreed upon services; or exhibit the space to service staff or contractors, or as is otherwise necessary in the operation and/or protection of the premises or persons. For non-emergency situations, entry will be by arrangement with or invitation by one or more residents of the Unit or, if reasonable arrangements are impractical or refused, upon one day's written notice to Resident(s). Routine service requests are considered an invitation to enter and respond to the request as soon as practical during normal business hours. Manager reserves the right to enter a Unit and any Bed Space at any time and without prior notice when it reasonably believes that a situation exists that could cause danger to life, safety, health or property or a violation of this Housing Agreement. Manager may confiscate any item deemed to cause a danger, and neither Manager nor Owner will be under any obligation to pay compensation for or to return any such item(s).
12. **TERMINATION; BREACH; SUBLETTING/DELEGATION.**
  - (a) Once this Housing Agreement is signed by Owner and Resident, Resident can terminate it by providing written notice to Owner and by fully vacating the premises, **provided that in all cases Resident will remain responsible for the Total Contract Rate that would have accrued under this Housing Agreement, through the end of the full original Term**, accelerated and payable at the time of termination. No exception can be made for financial hardship, academic changes, family matters, medical issues, roommate/Unit conflict or any other reason. Any charges associated with damage to a Bed Space, Unit or the

Facility or Resident's failure to vacate completely upon termination, will be payable in addition to the foregoing amount. Resident may not be responsible for the entire accelerated amount due to Owner's obligation to minimize its damages, as follows: after termination, Owner will use good-faith efforts to contract with other individuals for the use of available bedroom spaces, including the Bed Space vacated by Resident; if and when all such available bedroom spaces at the Facility are fully assigned and occupied and no bedroom spaces remain vacant, Resident will receive a credit equal to the Total Contract Rate that would have accrued under this Housing Agreement, prorated from such date through the end of the original Term. Either party may have a court determine the actual amount owed, if any.

(b) Manager, on behalf of Owner, may terminate this Housing Agreement following any conduct by Resident that is prohibited by or in breach of this Housing Agreement, or if in the reasonable judgment of Manager, continued residency will or may be detrimental to the educational process or the quiet enjoyment, health, safety or welfare of the other residents or personnel of the Facility or to the premises. Upon any termination as described in this Section 12(b), the Housing Agreement will be treated as having been terminated by Resident, with all charges payable by Resident as described in Section 12(a), and Resident must fully vacate the Bed Space and Unit, including removing all personal belongings, within 48 hours after receiving notice (or within such longer time as Manager in its discretion or a court of competent jurisdiction may allow) and will have no further use of or access to the Facility, the assigned Unit or the Bed Space.

(c) Resident may not assign or transfer Resident's interest in this Housing Agreement, or any part hereof, nor sublet Resident's right to use the Facility, Unit or Bed Space, or any part thereof; however, in Manager's discretion and if Resident is in good standing under the Housing Agreement, Resident may delegate his or her right to use the Facility to another person not already a resident or applicant to reside at the Facility and who is approved by Manager for residency, pursuant to Owner's approved delegation form, signed by all parties.

- 13. INDEMNIFICATION.** Resident agrees to **ASSUME ALL RISKS** associated with use of the Facility, and agrees to hold harmless, release, defend and indemnify Owner, Manager, the Facility owner, their respective subsidiaries and affiliates, and their respective agents, employees, representatives, assignees, trustees, members, shareholders, partners, directors and officers (**Released Parties**), from all liabilities and claims for injury or death to persons or damage or theft to property arising from the use, occupancy, presence at or other interaction with the Facility or any part or contents thereof, by Resident or his or her Guests, including without limitation those injuries and damages caused by a Released Party's alleged or actual negligence or breach of any express or implied warranty, but excepting any liability of Owner arising under law. By execution of this Housing Agreement, Resident further agrees to indemnify each Released Party for any injuries to Resident or any Guest or other person or property that Resident may cause as a result of occupancy or use by Resident or any Guest of Resident. Resident further agrees to reimburse, indemnify and hold harmless Released Parties from any and all claims, lawsuits, actions, costs, damages, or losses, including costs and expenses, plus reasonable attorneys' fees to the extent permitted by statute, that a Released Party incurs or may incur as a result of any breach of this Housing Agreement by Resident. The foregoing release will be binding to the fullest extent permitted by law.
- 14. SECURITY.** Resident acknowledges that neither Manager nor Owner has made any representations, either written or oral, concerning the safety of the Facility, the Bed Space or any Unit, or the effectiveness or operability of any security devices or security measures in the Facility, the Bed Space or any Unit. Resident acknowledges that neither Manager nor Owner warrants or guarantees the safety or security of Residents or their Guests against any criminal or wrongful acts of third parties. Each Resident and his or her Guests are responsible for protecting his or her own person and property, and hereby release Manager and Owner for any and all damage to person and property. Resident acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical mechanical malfunctions. Therefore, Resident acknowledges that he or she should not rely on such devices or measures and should take steps to protect himself or herself and his or her existing property as if these devices or measures did not exist. Resident agrees to immediately notify Manager of any malfunctions involving locks and life-safety building components.
- 15. CONSENT OF MANAGER.** If any provision of this Housing Agreement requires the written permission or consent of Manager, such may be granted or withheld in the sole discretion of Manager, may contain such conditions as Manager deems appropriate, and will be effective only so long as Resident complies with those conditions. Any written permission or consent given by Manager to Resident may be modified, revoked, or withdrawn by Manager at any time, at Manager's sole discretion, upon written notice to Resident.

- 16. ABANDONMENT OF BED SPACE AND UNIT.** In the event the Bed Space or Unit is abandoned, or Resident's right to use it has been terminated, Manager may, without notice, secure the Bed Space and Unit with new locks, store or dispose of any personal property left in the Bed Space or Unit by Resident or Resident's Guests, and re-assign the Bed Space and Unit to others for use. Any such abandoned property or personal possessions will be considered Owner's property. Manager, in its sole reasonable discretion, will have the right to determine when a Bed Space or a Unit is abandoned, and in making such determination may take into consideration any one of the following: (i) absence from the Unit for an extended period of time; (ii) the removal of personal property from the Bed Space or Unit; (iii) the failure to pay housing charges or other charges; (iv) discontinuance of any utility service; and (v) failure to respond to any notices, phone calls, or correspondence from Manager. Abandonment by Resident will be considered as termination by Resident, with all charges as described under Section 12 continuing to apply.
- 17. COMPLIANCE WITH POLICIES; RESIDENT HANDBOOK.** Resident, for Resident and on behalf of Resident's Guests, agrees to comply fully with all directions from Manager and its employees and agents, and the policies and regulations (including all amendments and additions thereto) during the Term, as contained in this Housing Agreement and the Resident Handbook for the Facility (which will be distributed and amended from time to time by the Manager). Resident agrees to become familiar and comply with the Resident Handbook, which is distributed in hard-copy upon request and is available on-line at <http://www.4elevenlofts.com/pdf/handbook.pdf>.
- 18. VACATING BED SPACE/UNIT.** Upon expiration of the Term or the termination of this Housing Agreement for any reason, Resident will immediately vacate and relinquish the Bed Space and Unit in a clean and sanitary condition, including removing all trash. Resident will promptly return to Manager all keys issued to Resident by Manager; otherwise, Resident will pay all costs associated with re-keying locks for the Bed Space and Unit, as well as the cost of replacement of all keys for the locks re-keyed. If Resident fails to vacate the Bed Space and Unit by the end of the Term or upon earlier termination of the Agreement, Resident will pay three times the pro-rated daily housing charges as liquidated damages for each extra day, plus associated expenses incurred in connection therewith. In no event will the Term be deemed to have been renewed or extended after expiration of the Term or the termination of this Housing Agreement.
- 19. USE OF BED SPACE/UNIT; NO PETS.** The Bed Space and Unit may be used solely for private residential purposes and for no other purposes. Resident may not carry on any business or other enterprise from the Bed Space or Unit, nor use any assigned phone number or Internet connections for business purposes. Resident may place no signs, placards or other advertisement of any character in the Bed Space or Unit, nor display anything in a Unit or Bed Space that is visible from outside the Facility or the Unit. No pets of any kind are allowed anywhere in or at the Facility, except certified disability-assistance animals as provided by law, and fish in small tanks if approved by Manager in its sole discretion. Violation of the no-pet policy will incur mandatory restoration and daily administration charges and is a material breach of this Housing Agreement.
- 20. REMEDIES.** In the event of any default hereunder by Resident, or termination of this Agreement for any reason as set forth herein, all charges due or to become due under this Housing Agreement will be immediately due and payable within five days after written notice, and in addition thereto, Manager will have the right to exercise all other remedies available at law or in equity as a result of such default.
- 21. UTILITIES.** The flat rate amenity/utility charge paid by Resident includes reasonable use of electricity, water/sewer, gas, television signal and Internet connectivity. Manager does not warrant or guarantee the protection of Resident's privacy during operation of utility services, or that the operation of utility services will be uninterrupted or error free. Resident acknowledges and agrees that neither Manager, Owner nor their affiliates will be responsible to Resident for any non-economic, consequential, indirect or special damages, including economic or punitive damages, arising from breach of warranty, breach of contract, negligence or any other legal ground of action, or by reason of the use, discontinuation or modification of any utility services or the termination of any utility services. In the event that any utility service proves defective, or is discontinued or terminated, Owner's and Manager's entire combined liability and Resident's exclusive remedy will be limited to a reimbursement of the approximate cost of that utility, prorated by the day for each day the utility service proved defective, or was discontinued or terminated. Resident agrees to indemnify, defend and hold harmless Owner, Manager, and their officers, directors, employees, affiliates and agents, from any and all losses, claims, damages, expenses, other liabilities and causes of action of every nature whatsoever, which arise, directly or indirectly: (i) in connection with the negligent acts, omissions or intentional wrongdoing of Resident or any Guest of Resident in connection with the offering of utility services; (ii) violation by Resident

or any Guest of Resident of any and all laws, ordinances, regulations and rules in connection with the offering of utility services; or (iii) illegal or inappropriate use of utility services.

22. **SECURITY DEPOSIT; CLEANING FEE.** Resident has deposited with Owner (held at PNC Bank, 101 S. Main, Ann Arbor MI 48104), the Security Deposit amount stated above, to secure for Resident's full and faithful performance and observance of the terms and conditions of this Housing Agreement and all applicable Facility rules. Resident cannot convert the security deposit into payment for housing charges. Owner may apply or retain all or any part of the security deposit for the following purposes: (a) reimbursement to Owner for any damage to the Bed Space, Unit or Facility common areas caused by Resident or Resident's guests; (b) unpaid housing charges or other amounts which Resident owes under this Housing Agreement; or (c) any other reason allowed by this Housing Agreement or applicable law. Resident will provide Owner with written notice of Resident's forwarding address upon move-out. Within 30 days of Resident's proper move-out, the security deposit, less any amounts withheld under this Section, will be returned to the forwarding address provided by Resident, accompanied by an itemized description of any charges made against the security deposit if Resident has provided a forwarding address within 4 days of move-out. Additionally, Resident has paid or will pay before move-in a nonrefundable cleaning fee of \$60, which will be applied toward Owner's cost of ordinary cleaning of the Unit and Bed Space following Resident's occupancy.
23. **AMENDMENTS.** This Housing Agreement may not be modified, amended or revised except in writing signed by Resident and Manager, except that changes to the Resident Handbook may be made by Owner upon publication thereof. If any clause or provision of this Housing Agreement is found to be unenforceable or inapplicable, then the remaining provisions will not be voided and will remain in full force and effect.
24. **GOVERNING LAWS; JURISDICTION.** All claims in connection herewith, including without limitation claims for injury and/or death, will be governed by the laws of the State of Michigan with respect to contracts made and events occurring within Michigan. Exclusive jurisdiction will be in the courts of Washtenaw County, Michigan or the U.S. District Court for the Eastern District of Michigan, as applicable.
25. **MEDIATION.** If communication between Resident and Owner or Manager breaks down, a mediator can assist the parties in voluntarily reaching a mutually acceptable settlement of the issue(s) in dispute. All parties to this agreement agree that the University of Michigan Off-Campus Housing Program will assist in disputes involving University of Michigan students for which one of the parties requests assistance and: a) all parties will make a reasonable and good faith effort to settle such disputes through the program; b) any party to this agreement may request mediation; c) program staff may enter and inspect the premises after notice to both parties and at reasonable times; d) this provision does not preclude other legal rights of parties, including rights of termination, summary proceedings or eviction, before, during or after mediation. The parties agree to keep the mediation proceedings confidential.
26. **MISCELLANEOUS.** Failure of Manager to insist upon strict compliance with the terms of this Housing Agreement will not constitute a waiver of Facility Manager's rights to act on any violation. This Housing Agreement and any attached signed addenda constitute the entire agreement between the parties and no oral statements will be binding. Time is of the essence under this Housing Agreement. Any addendum referenced in this Housing Agreement, including the Inspection Report, Resident Handbook and Guaranty, are incorporated by reference as a part of this Housing Agreement.
27. **NOTICES.** The following notices are required by law:

**You must notify your landlord in writing within 4 days after you move of a forwarding address where you can be reached and where you will receive mail; otherwise your landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure.**

**NOTICE:** Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

Some things your landlord writes in the lease (housing agreement) or says to you may not be correct representations of your rights.

Also, you may have rights and duties not mentioned in your lease. Such rights may include rights to repairs, rights to withhold rent to get repairs done, and rights to join a tenants union or to form your own union. Such duties may include the duty to pay rent due and the duty not to cause a serious health hazard or damage beyond reasonable wear and tear.

Additionally, some lease clauses may be subject to differing legal interpretations. If you think that a clause in your lease or something your landlord says to you is unfair, you may contact your own lawyer, legal aid society, or tenants union lawyer for their opinions.

**NOTICE: YOU HAVE THE RIGHT TO PRIVACY IN YOUR RENTAL HOME. CITY LAW ESTABLISHES GUIDELINES THAT THE OWNER AND HER/HIS AGENTS MUST FOLLOW BEFORE ENTERING YOUR HOME. YOU MAY INITIATE ADDITIONAL ENTRY RESTRICTIONS BY GIVING WRITTEN NOTICE TO YOUR LANDLORD. COPIES OF THESE GUIDELINES (HOUSING CODE 8:529) ARE AVAILABLE AT THE BUILDING DEPARTMENT, CITY HALL, 100 N. FIFTH AVE.**

*Note: Resident agrees to provide a signed Guaranty by an acceptable Guarantor within 30 days after signing and prior to move-in. If an acceptable Guarantor is not provided before move-in, Owner may adjust the payment schedule provided above so that the Total Contract Rate is due in two equal installments (instead of 12), with the first installment satisfied before move-in and the second installment due 24 weeks thereafter.*

**I, as Resident, have carefully read, fully understand and voluntarily sign this Housing Agreement and acknowledge that upon execution by both me and Owner, this Housing Agreement will be effective and binding upon me and my heirs, executors, representatives and assigns.**

**Upon the execution of this agreement, Resident is entitled to receive a copy of the booklet provided by the city clerk concerning the legal rights of tenants. Resident's signature acknowledges receipt of that booklet. (Ord. No. 66-87, § 1, 12-21-87)**

\_\_\_\_\_  
Signature of Resident

\_\_\_\_\_  
Signature of Parent/Guardian (if Resident is under 18)

\_\_\_\_\_  
Indicate relationship to Resident

\_\_\_\_\_  
Date

**Owner:**  
**4 ELEVEN LOFTS LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Return your signed agreement to:**

**4 Eleven Lofts – 411 E. Washington St., Ann Arbor, MI 48104**

*4 Eleven Lofts is an equal opportunity housing provider.*





**GUARANTY OF HOUSING AGREEMENT**

Name of Resident: \_\_\_\_\_ Name of Guarantor: \_\_\_\_\_

Date: \_\_\_\_\_ Relationship to Resident: \_\_\_\_\_

**THIS GUARANTY OF HOUSING AGREEMENT (“Guaranty”)** is made for the benefit of **4 ELEVEN LOFTS LLC (“Owner”)**, and is effective upon execution by Guarantor. WHEREAS, the “Resident” identified above has offered to contract for the use of one assigned bedroom space and accompanying apartment residential areas at the facility known as “4 Eleven Lofts,” located in Ann Arbor, Michigan (the “Property”), and Owner has indicated that it will require an acceptable guaranty of the Resident’s financial obligations under the Housing Agreement.

**NOW, THEREFORE,** effective immediately and irrevocably upon execution of this Guaranty and in consideration of the foregoing, Guarantor unconditionally and absolutely guarantees (i) the due and punctual payment of all fees and other charges to be paid by Resident as provided for in the Housing Agreement, (ii) the prompt payment when due and at all times thereafter of any and all existing and future liability of Resident under the Housing Agreement of any kind, and (iii) the performance and observance by Resident of all of the other terms and conditions to be performed or observed by Resident under the Housing Agreement, throughout the Term of the Housing Agreement. This guaranty will run for the benefit of Owner and its beneficiaries, successors and assigns and may be enforced against Guarantor without first resorting to, or exhausting any other remedy which Owner may have against Resident. If the proposed Housing Agreement is never offered or accepted by Owner, this Guaranty will become void.

Guarantor agrees that any modification of the Housing Agreement or waiver of performance thereunder, or the giving by Owner of any extension of time for the performance of any of the obligations of Resident or any other forbearance on the part of Owner, or any failure to enforce any rights under the Housing Agreement, will not in any way release Guarantor from liability hereunder or terminate, affect or diminish the validity of this Guaranty. Guarantor waives notice of any modification, waiver, extension, forbearance, failure or default under the Housing Agreement.

Guarantor further agrees that in the event Resident is involved in a bankruptcy proceeding in which the Housing Agreement is terminated or rejected, or the obligations of Resident are modified, Guarantor will continue to perform all obligations of Resident under the Housing Agreement. In the event any payment by Resident to Owner is held to constitute a preference under the bankruptcy laws, or if for any other reason under bankruptcy proceedings Owner is required to refund such payment or pay the amount thereof to any other party, such payment by Resident to Owner will not constitute a release of Guarantor from any liability hereunder and Guarantor agrees to pay such amount to Owner upon demand. Guarantor's obligations to make payment under this Guaranty will not be impaired, modified, released or limited in any manner by any impairment, modification, release or limitation of the liability of Resident or its estate, or from the decision of any court.

Guarantor agrees to reimburse Owner for expenses, including reasonable attorneys’ fees, incurred in the enforcement hereof and of the Housing Agreement. This is a continuing Guaranty, and will apply to and cover the Housing Agreement including any extensions, replacements and/or renewals thereof. Obligations of dual Guarantors hereunder, if any, are joint and several. This Guaranty will be governed by the laws of the State of Michigan and subject to exclusive jurisdiction in the courts of Washtenaw County, Michigan or the U.S. District Court for the Eastern District of Michigan, as applicable.

**GUARANTOR CONSENTS TO OWNER OR ITS AGENT OBTAINING GUARANTOR’S CREDIT REPORT THROUGH A CONSUMER CREDIT REPORTING AGENCY.**

\_\_\_\_\_  
Guarantor signature

\_\_\_\_\_  
social security number

\_\_\_\_\_  
address

\_\_\_\_\_  
driver’s license # / state

\_\_\_\_\_  
Home telephone

\_\_\_\_\_  
date of birth

\_\_\_\_\_  
Employer & title

\_\_\_\_\_  
e-mail address

\_\_\_\_\_  
Work telephone

\_\_\_\_\_  
annual income

**WITNESSED BY (other than Resident or Guarantor):**

\_\_\_\_\_  
signature

\_\_\_\_\_  
print name

\_\_\_\_\_  
address

\_\_\_\_\_  
telephone